

**SECTION B - Supplies or Services and Prices/Costs Schedule of Items**

**LINCOLN RD RANGER DWELLING FURNACE INSTALLATION**

Lincoln Ranger District  
Helena National Forest  
Lewis and Clark County

**B- 1 - SCHEDULE OF ITEMS**

ITEM NO.	DESCRIPTION	METHOD OF MEASURE-M ENT	PAY UNIT	EST. QTY.	TOTAL PRICE
1	Furnace Installation: Wood	LSQ	Lump Sum	All	\$
TOTAL ALL ITEMS					\$

**SPECIAL NOTES:**

1. The bidder must bid on all items. Round to the nearest cent.
2. In the event of an error in extending the bid prices, unit prices will govern unless otherwise determined by the Contracting Officer in accordance with applicable regulations.

**SECTION C - Description/Specifications/Statement of Work**

**C-1 - PROJECT DESCRIPTION AND LOCATION**

- (a) Scope of Contract. Furnish all labor, materials, equipment, supervision, and transportation necessary to complete the Furnace and Ductwork installation work as specified.
- (b) Project Location. The project is located at the Helena National Forest Lincoln District Office Compound in the town of Lincoln, Montana.
- (d) Price Range. Less than \$25,000
- (e) Information. Parties with questions may contact Reid Stovall, telephone (406) 496-3766.

## C-2 GENERAL SPECIFICATIONS

- (a) Contractors Responsibilities. The Contractor shall comply with all applicable laws, ordinances, safety codes, regulations, orders and decrees. The Contractor shall be responsible for all damages to persons or property that occur as a result of the actions of the Contractor, all subcontractors, and all employees or agents of the Contractor or subcontractors.
- (b) Submittals. It shall be the Contractor's responsibility to submit all required items with such promptness as to cause no delay in the work. C.O.'s written approval must be obtained before starting work which involves the item. The Contractor shall allow 7 calendar days for processing of submittals by the C.O.
- (c) Protection of Government Property. The Contractor shall take all necessary precautions to prevent damage to government property, including but not limited to, buildings, roads, signs, fences, cattle guards, and natural resources. All damage shall be repaired at the Contractor's expense, to meet the approval of the CO, in a manner pre-approved by the CO.
- (d) Pollution and Erosion Control. During all operations under this contract, the Contractor shall exercise reasonable measures to prevent or minimize soil erosion and pollution of water and other resources. All refuse, including garbage, rubbish, and solid or liquid wastes, from the Contractor's operations shall be stored, collected, and disposed of in a sanitary and nuisance-free manner. Refuse shall be disposed of in State-approved dumps as approved by the Contracting Officer (CO).
- (e) Cleanup. Maintain the project work area in a clean and orderly condition throughout the progress of work under this contract. Upon completing the work, the Contractor shall remove from the work and premises any rubbish, tools, equipment, and materials that are not the property of the Forest Service. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the C.O.
- (f) Materials and workmanship. All materials and workmanship shall meet all applicable Federal, State, and local building and health & safety codes, the International Building Code, and the International Fire Code.
- (g) Permits and inspections. The contractor will obtain all necessary permits, arrange and coordinate all needed inspections, and pay for all necessary permits and inspections.

## C-3 - STANDARD SPECIFICATIONS

### a) SUMMARY OF WORK

Furnish and install new wood furnace and all associated components necessary for an integrated heating system in combination with the existing propane furnace located in the basement of the Ranger Dwelling at the Lincoln Ranger District compound. Work shall include:

1. Furnish and install new wood furnace.
2. Furnish and install new ductwork where necessary.
3. Connect new furnace to new ductwork (plenum) using new metal duct material.
4. Install new thermostat.

5. Install filter rack in return plenum.
6. Use existing chimney for venting and modify if necessary to comply with manufactures specifications and/or to comply with local building codes.

b) SUBMITTALS

**Submit the following Product Data with quote:**

- 1) manufacturer, model number, and rated capacities of furnaces;**
- 2) dimensions and minimum clearances of furnaces;**
- 3) manufacturer and model number of thermostats;**
- 4) manufacturer and model number of condensate pumps;**
- 5) training, years of experience, and certification of persons installing furnace; and**
- 6) manufacturer's ten year warranty for the wood furnace.**

Submit operation and maintenance data immediately after furnace installation.

c) QUALITY ASSURANCE

Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use. Comply with NFPA 70 and all other applicable codes and ordinances.

d) WARRANTY

Furnish manufacturer's standard 10 year warranty of materials.

**PRODUCTS**

e) FURNACE

New wood furnace shall be manufactured by Yukon, or approved equal (approved by the C.O.). Furnace rated output shall be a minimum of 100,000 BTU's. The furnace shall be EPA certified and shall meet all applicable UL standards.

f) THERMOSTAT

Thermostat shall be a digital programmable multi-stage thermostat approved by the C.O. Thermostat must have a mode that allows user to run blower without heat. Install new thermostat wire, circuit breaker, and misc.

g) ELECTRICAL COMPONENTS

Square D or equal. All electrical wire shall be enclosed in steel conduit. Electrical work shall meet all applicable codes and requirements. If inspection is needed, the Contractor shall arrange inspection(s) and pay all associated fees.

h) DUCT AND FILTER RACK MATERIAL

Existing duct system will be reused. Where necessary to tie new wood furnace into existing system, contractor shall supply necessary ducting. Duct material shall be new sheet metal. Comply with SMACNA's "HVAC Duct Construction Standards--Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods. Materials shall be free of pitting, seam marks, roller marks, stains, discolorations, and other imperfections.

i) VENT PIPE

Use existing flu system. Modify in necessary to comply with manufactures specifications and/or local building codes. Size and material as required by applicable codes and manufacturer's instructions.

EXECUTION

j) DISPOSAL

Dispose of all excess materials in a legal manner off of Forest Service lands.

k) NEW FURNACE AND DUCTWORK INSTALLATION

1. Install new furnace at same location as existing furnace.
2. Install new ductwork.
3. Anchor furnace to floor to resist code-required seismic acceleration.
4. Connect furnace to existing electrical disconnect.
5. Install correct-capacity new circuit breakers if necessary.
6. Connect new furnace to new ductwork using new metal duct material.
7. Install thermostat on ground level of building at location indicated by the C.O. Install such that top of thermostat is 54 inches above the floor. Wire thermostat to allow user to operate furnace in all modes, including running blower without heat.

l) ADJUSTING

Adjust initial temperature set points. Set controls and any heat-distribution features (such as shutters, dampers, and relays) to provide optimum heating performance and system efficiency.

m) CLEANING

After completing installation, clean furnaces internally according to manufacturer's written instructions. Install new filters in furnace.

#### C-4 - MEASUREMENT AND PAYMENT

Furnish all labor, materials, equipment, supervision, and transportation necessary to perform Furnace Replacement work as specified herein.

Payment will be made at the total price on the Quote Schedule for the job completed and accepted.

##### **452.211-72 Statement of Work/Specifications. (FEB 1988)**

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications referenced in Section J.

##### **452.211-73 Attachments to Statements of Work/Specifications. (FEB 1988)**

The attachments to the Statement of Work/Specifications listed in Section J are hereby made part of this solicitation and any resultant contract.

### **SECTION E - Inspection and Acceptance**

##### **52.252-2 Clauses Incorporated by Reference. (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/VFFAR1.HTM>

##### **52.246-12 Inspection of Construction. (APR 1996)**

### **SECTION F - Deliveries or Performance**

##### **52.252-2 Clauses Incorporated by Reference. (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/VFFAR1.HTM>

##### **FAR 52.211-10 Commencement, Prosecution, and Completion of Work (APR 1984) Alternate I (APR 1984)**

The Contractor shall be required to

(a) Commence work under this contract within **30** calendar days after the date the Contractor receives the notice to proceed,

(b) Complete all work, including move-in and move-out within a **30 day period**, and

(c) Complete all work not later than **01 December 2013**.

The completion date is based on the assumption that the successful offeror will receive the notice to proceed by **1 November 2013**. The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

**NOTE: Notify the Contracting Officer (CO) of intent to begin work at least fourteen days in advance.**

**52.242-14 Suspension of Work. (APR 1984)**

**52.242-15 Stop-Work Order. (AUG 1989)**

**452.211-74 Period of Performance. (FEB 1988)**

The period of performance is 30 calendar days after the issuance of the Notice to Proceed with final completion by December 01, 2013

## **SECTION G - CONTRACT ADMINISTRATION DATA**

**452.215-73 Postaward Conference. (NOV 1996)**

A post award conference with the successful offeror is required. It will be scheduled and held at a place and time to be determined after the date of contract award

## **SECTION H - Special Contract Requirements**

### **H-1 Security and Protection**

**Security and Protection** – Security is the Contractor’s responsibility. Limit access to the construction area to persons involved in the work. Provide secure storage for materials that are stored on site. Secure completed work as required to prevent loss.

Barricades, warning signs and light shall comply with standards and code requirements for erection of structurally adequate barricades. All road warning signs, barricades, and traffic control devices shall conform to MUTCD. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed, provide lighting, including flashing red or amber lights.

**Protection of Improvements** – The Contractor shall complete sequences of construction activity in order to prevent damage to equipment, material, and articles incorporated into the work covered by this contract.

## **SECTION I - Contract Clauses**

### **52.252-2 Clauses Incorporated by Reference. (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/VFFAR1.HTM>

### **52.204-7 Central Contractor Registration. (APR 2008)**

### **52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (DEC 2010)**

### **52.211-6 Brand Name or Equal. (AUG 1999)**

### **52.211-18 Variation in Estimated Quantity. (APR 1984)**

### **52.219-6 Notice of Total Small Business Set-Aside. (NOV 2011)**

### **52.222-3 Convict Labor. (JUN 2003)**

### **52.222-6 Davis-Bacon Act. (JUL 2005)**

### **52.222-7 Withholding of Funds. (FEB 1988)**

### **52.222-8 Payrolls and Basic Records. (JUN 2010)**

### **52.222-9 Apprentices and Trainees. (JUL 2005)**

### **52.222-10 Compliance with Copeland Act Requirements. (FEB 1988)**

### **52.222-11 Subcontracts (Labor Standards). (JUL 2005)**

### **52.222-12 Contract Termination - Debarment. (FEB 1988)**

### **52.222-13 Compliance with Davis-Bacon and Related Act Regulations. (FEB 1988)**

### **52.222-14 Disputes Concerning Labor Standards. (FEB 1988)**

### **52.222-15 Certification of Eligibility. (FEB 1988)**

### **52.222-21 Prohibition of Segregated Facilities. (FEB 1999)**

### **52.222-26 Equal Opportunity. (MAR 2007)**

### **52.222-27 Affirmative Action Compliance Requirements for Construction. (FEB 1999)**

### **52.222-35 Equal Opportunity for Veterans. (SEP 2010)**

### **52.222-36 Affirmative Action for Workers with Disabilities. (OCT 2010)**

### **52.222-37 Employment Reports on Veterans. (SEP 2010)**

### **52.223-2 Affirmative Procurement of Bio-based Products Under Service and Construction Contracts. (DEC 2007)**

### **52.223-6 Drug-Free Workplace. (MAY 2001)**

### **52.224-1 Privacy Act Notification. (APR 1984)**

### **52.224-2 Privacy Act. (APR 1984)**

### **52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)**

### **52.227-4 Patent Indemnity--Construction Contracts. (DEC 2007)**

### **52.228-5 Insurance - Work on a Government Installation**

### **52.232-5 Payments under Fixed-Price Construction Contracts. (SEP 2002)**

### **52.232-23 Assignment of Claims. (JAN 1986)**

### **52.232-27 Prompt Payment For Construction Contracts. (OCT 2008)**

### **52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration. (OCT 2003)**

### **52.233-1 Disputes. (JUL 2002)**

### **52.233-3 Protest after Award. (AUG 1996)**

### **52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)**

### **52.236-2 Differing Site Conditions. (APR 1984)**

52.236-3 Site Investigation and Conditions Affecting the Work. (APR 1984)  
52.236-5 Material and Workmanship. (APR 1984)  
52.236-6 Superintendence by the Contractor. (APR 1984)  
52.236-7 Permits and Responsibilities. (NOV 1991)  
52.236-8 Other Contracts. (APR 1984)  
52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements. (APR 1984)  
52.236-10 Operations and Storage Areas. (APR 1984)  
52.236-11 Use and Possession Prior to Completion. (APR 1984)  
52.236-12 Cleaning Up. (APR 1984)  
52.236-13 Accident Prevention. (NOV 1991)  
52.236-14 Availability and Use of Utility Services. (APR 1984)  
52.236-16 Quantity Surveys. (APR 1984)  
52.236-17 Layout of Work. (APR 1984)  
52.236-21 Specifications and Drawings for Construction. (FEB 1997)  
52.243-1 Changes - Fixed-Price. (AUG 1987)  
52.243-5 Changes and Changed Conditions. (APR 1984)  
52.244-6 Subcontracts for Commercial Items. (DEC 2010)  
52.246-21 Warranty of Construction. (MAR 1994)  
52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short Form). (APR 1984)  
52.249-10 Default (Fixed-Price Construction). (APR 1984)  
52.253-1 Computer Generated Forms. (JAN 1991)

**52.219-28 Post-Award Small Business Program Re-representation. (APR 2009)**

(a) *Definitions.* As used in this clause -

*"Long-term contract"* means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

*"Small business concern"* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall re-represent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification



of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts -

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall re-represent its size status in accordance with the size standard in effect at the time of this re-representation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardsttopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the re-representation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following re-representation and submit it to the contracting office, along with the contract number and the date on which the re-representation was completed:

The Contractor represents that it   is,     is not   a small business concern under NAICS Code 238220 assigned to contract number AG-03H6-C-13

Name of Contractor

Title \_\_\_\_\_

Date \_\_\_\_\_

**52.222-5 Davis-Bacon Act--Secondary Site of the Work. (JUL 2005)**

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

**52.225-9 Buy American Act - Construction Materials. (SEP 2010)**

(a) *Definitions.* As used in this clause -

"Commercially available off-the-shelf (COTS) item"--

(1) Means any item of supply (including construction material) that is--

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

"Component" means an article, material, or supply incorporated directly into a construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means -

(1) For components purchased by the Contractor, the acquisition cost, including transportation

costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

"Domestic construction material" means--

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if--

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

"Foreign construction material" means a construction material other than a domestic construction material.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

NONE

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that -

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction

material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) *Request for determination of inapplicability of the Buy American Act.* (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including -

- (A) A description of the foreign and domestic construction materials;
- (B) Unit of measure;
- (C) Quantity;
- (D) Price;
- (E) Time of delivery or availability;
- (F) Location of the construction project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on

the survey of suppliers:

**Foreign and Domestic Construction Materials Price Comparison**

<u>Construction Material Description</u>	<u>Unit of Measure</u>	<u>Quantity</u>	<u>Price (Dollars)*</u>
<i>Item 1:</i>			
Foreign construction material _____	_____	_____	
Domestic construction material _____	_____	_____	
<i>Item 2:</i>			
Foreign construction material _____	_____	_____	
Domestic construction material _____	_____	_____	

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

\* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

**452.209-71 Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants ALT 1 (FEB 2012)**

- (a) This award is subject to the provisions contained in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, Sections 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the contractor acknowledges that is –
- (1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and
  - (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment of the awardee, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government.
- (b) If the awardee fails to comply with these provisions, the Forest Service may terminate this contract for default and may recover any funds the awardee has received in violation of sections 433 and 434.

**452.236-72 Use of Premises. (NOV 1996)**

452.236-73 Archaeological or Historic Sites. (FEB 1988)  
452.236-74 Control of Erosion, Sedimentation, and Pollution. (NOV 1996)  
452.236-76 Samples and Certificates. (FEB 1988)

#### SECTION J - List of Documents, Exhibits, and Other Attachments

The following documents are attached separately from the solicitation:

J-1 Davis Bacon Wage Determination No. MT130041 dated 7/12/2013 (5 pages) located at:

<http://www.wdol.gov/dba.aspx>

J-2 Floor plan	1 Page
J-3 Experience Questionnaire.docx	2 Pages

#### SECTION K - Representations, Certifications, and Other Statements of Offerors or Respondents

##### 52.204-8 Annual Representations and Certifications. (NOV 2011)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 238160

(2) The small business size standard is \$14 Million

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is **currently registered in CCR**, and has completed the ORCA electronically, the offeror may choose to **use paragraph (d)** of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☒ (i) **Paragraph (d) applies.**

☐ (ii) **Paragraph (d) does not apply** and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price

adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, or 2010.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.



(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran--Representation and Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

☐ (i) 52.219-22, Small Disadvantaged Business Status.

☐ (A) Basic.

☐ (B) Alternate I.

☒ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

☐ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

☐ (iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

☒ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

☐ (vi) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

**(d) The offeror has completed the annual representations and certifications electronically via the**

Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

#### 52.219-1 Small Business Program Representations (Apr 2012)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 238220

(2) The small business size standard is \$14 Million

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.]* The offeror represents as part of its offer that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. *[The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture:*

\_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.] The offeror represents as part of its offer that--

(i) It ☐ is, ☐ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that --

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision--

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127)," means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

#### **452.209-70 Representation by corporations regarding an unpaid delinquent tax liability or a felony conviction ALT 1 (FEB 2012)**

(a) Awards made under this solicitation are subject to the provisions contained in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, Sections 443 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. To comply with these provisions, all offerors must complete paragraph (1) of this representation, and all corporate offerors also must complete paragraphs (2) and (3) of this representations.

(b) The Offeror represents that—

(1) The offeror is [ ], is not [ ] an entity that has filed articles of incorporation in one of the fifty states, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, North Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, U.S. Virgin Islands. (Note that this includes both for-profit and non-profit organizations.)

If the Offeror **checked "is" above**, the offeror **must complete paragraphs (2) and (3)** of the

representation. If Offeror **checked "is not" above**, Offeror may leave the remainder of the representation blank.

(2) (i) The Offeror **has** [ ], **has not** [ ] (check one) been convicted of a felony criminal violation under Federal or state law in the 24 months preceding the date of offer.

(ii) Offeror **has** [ ], **has not** [ ] (check one) had any officer or agent of Offeror convicted of a felony criminal violation for actions taken on behalf of Offeror under Federal law in the 24 months preceding the date of offer.

(3) The Offeror **does** [ ], **does not** [ ] (check one) have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that it is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

**452.211-70 Brand Name or Equal. (NOV 1996)**

(a) If items called for by this solicitation have been identified by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Offers of "equal" products (including products of the brand name manufacturer other than the one described by brand name) will be considered for award if such products are clearly identified in the offer (see clause 452.211-71) and are determined by the Contracting Officer to meet fully the salient characteristics requirements listed in the solicitation.

(b) Unless the offeror clearly indicates in its offer that it is offering an "equal" product, the offeror shall be considered as offering the brand name product(s) referenced in the solicitation.

(c)(1) If the offeror proposes to furnish an "equal" product or products, the brand name(s), if any, and any other required information about the product(s) to be furnished shall be inserted in the space provided in the solicitation. The evaluation of offers and the determination as to the equality of the product(s) offered shall be the responsibility of the Government and will be based on information furnished by the offeror or identified in its offer as well as other information reasonably available to the contracting activity. Caution to offerors: The contracting activity is not responsible for locating or securing any information which is not identified in the offer and is not reasonably available to the contracting activity. Accordingly, to assure that sufficient information is available, the offeror must furnish as a part of its offer all descriptive material (such as cuts, illustrations, drawings, or other information) necessary for the contracting activity to (i) determine whether the product offered meets the salient characteristics requirement of the solicitation, and (ii) establish exactly what the offeror proposes to furnish and what the Government would be binding itself to purchase by making an award. The information furnished may include specific reference to information previously furnished or to information otherwise available to the contracting activity.

(2) If an offeror proposes to modify a product so as to make it conform to the requirements of the solicitation, the offer shall include (i) a clear description of such proposed modifications and (ii) clearly marked descriptive material to show the proposed modifications.

**452.211-71 Equal Products Offered. (NOV 1996)**

(a) Offerors proposing to furnish an "equal" product, in accordance with the "Brand Name or Equal" provision of this solicitation, shall provide the following information for each offered "equal" product:

Contract Line Item Number (if any): all

Brand Name or Equal Product identified by the Government in this solicitation: **listed on page 1**

Offered Product Name: \_\_\_\_\_

Catalog Description or part number: \_\_\_\_\_  
Manufacturer's Name: \_\_\_\_\_  
Manufacturer's Address: \_\_\_\_\_

(b) Offerors are responsible for submitting all additional information on the above product necessary for the Contracting Officer to determine whether the product offered meets the "brand name or equal" product's salient characteristics listed in the solicitation.

**452.219-70 Size Standard and NAICS Code Information. (SEP 2001)**

The North American Industrial Classification System Code(s) and business size standard(s) describing the products and/or services to be acquired under this solicitation are listed below:

Contract line item(s): All  
- NAICS Code 238220  
- Size Standard \$14 Million

**SECTION L - Instructions, Conditions, and Notices to Offerors or Respondents**

**L-1 Required Documents for Quote**

1. SF-1442 completed and signed
2. Schedule B -Prices
3. Section K – Completed by offeror
4. Experience Questionnaire
5. Submittals – see page 3 of quote

**52.216-1 Type of Contract. (APR 1984)**

The Government contemplates award of a fixed-price contract resulting from this solicitation.

**52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction. (FEB 1999)**

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade

4.1%

Goals for Female Participation for Each Trade

6.9%

These goals are applicable to all of the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the *Federal Register* in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the -

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Montana, Lewis and Clark County, Lincoln, MT.

#### **52.225-10 Notice of Buy American Act Requirement - Construction Materials. (FEB 2009)**

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act--Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a

determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers.* (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) *Alternate offers.* (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested -

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

#### **52.236-27 Site Visit (Construction)**

(a) The clauses at [52.236-2](#), Differing Site Conditions, and [52.236-3](#), Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

Name: Reid Stovall

Address: 2880 Skyway Drive  
Helena, MT 59601

Telephone: (406)495-3766

#### **452.204-70 Inquiries. (FEB 1988)**

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting



Officer. Offerors should contact only the Contracting Officer issuing the solicitation about any aspect of this requirement prior to contract award. Questions should be submitted by close of business on Wednesday, September 11<sup>th</sup> prior to solicitation closing date.

Contact: Alisha Knaub @ 406-495-3860 or email @ [aknaub@fs.fed.us](mailto:aknaub@fs.fed.us)

## **SECTION M - Evaluation Factors for Award**

### **M - 1 AWARD DETERMINATION**

Award will be made to the Respondent whose quote represents the best value to the Government. Factors to be considered in determining the best value include price, experience, and past performance. Prices quoted – in the Schedule of Items – will be used to establish price reasonableness and to demonstrate the Respondent's clear understanding of the work to be performed (price realism).

### **M - 2 EVALUATION FACTORS**

The following factors shall be used to evaluate offers:

1. **Experience and Record of Past Performance** (experience of the firm, i.e., company and project manager/foreman, in similar work; and, performance record for work in the past three years)
2. **Price.**

Price is of equal importance compared to experience and past performance; however, the importance of price may become greater as the difference between experience and past performance decrease (the Experience Questionnaire in Section J will be used as part of quote evaluation). Where experience and past performance are determined to be substantially equal, price may control award.